

The Corporation of the Town of Orangeville

By-law Number 2023-XX

A By-law to Manage and Regulate the Use of Parks, Special Events and Film Productions in the Town

WHEREAS section 8 (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, hereinafter referred to as the “*Act*” authorizes a municipality to provide for a system of licences and a licence includes a permit;

AND WHEREAS section 11 of the *Act* authorizes a municipality to pass by-laws for the economic and social well-being of the municipality, the health, safety and well-being of persons, and the protection of persons and property, including consumer protection;

AND WHEREAS section 11 of the *Act* permits a municipality to pass by-laws respecting parks and recreation;

AND WHEREAS section 23.1 of the *Act* authorizes a municipality to delegate its powers and duties;

AND WHEREAS Section 126 of the *Act* authorizes a municipality to regulate cultural, recreational and educational events including public fairs, to issue permits for such events, and to impose conditions for obtaining, continuing to hold and renewing such permits including the submission of plans;

AND WHEREAS section 128 of the *Act* provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS section 391 (1) of the *Act* authorizes a municipality to impose fees or charges;

AND WHEREAS Section 425 (1) of the *Act* authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of a municipality passed under the *Act* is guilty of an offence;

AND WHEREAS Section 431 of the *Act* authorizes that where any by-law of a municipality under the *Act* is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted and requiring the person convicted to correct the contravention;

AND WHEREAS sections 444 and 445 of the *Act* authorizes a municipality to make orders to discontinue, or to correct, the contravention of a by-law;

AND WHEREAS section 446 of the *Act* authorizes a municipality to do a matter or thing in default of it being done by the person directed or required to do it;

AND WHEREAS the Council of the Corporation of the Town of Orangeville is desirous of enacting a by-law to provide for the maintenance, operation, management and regulation of municipal parks, recreational facilities, open spaces and the conduct of special events and film production;

NOW THEREFORE the Council for the Corporation of the Town of Orangeville enacts as follows:

DEFINITIONS

1.1 In this By-law:

“Amusement devices” means amusement devices as defined under the **TSSA** and includes roller coasters, ferris wheels, merry-go-rounds, other circular motion rides, water slides, flume rides, dry slides, go-karts, bumper carts, inflatables, inflatable bouncers, bungee devices, bungee assisted bounces, zip lines, track and cable rides and other generic spinning and whirling rides;

“Animal” means any member of the animal kingdom, other than a human;

“Applicant” means a **person** who files an application for a **permit**;

“Appeal Tribunal” means a Committee or an individual appointed by Council to conduct hearings under this By-law;

“Barbeque” means a portable or fixed device designed and intended solely for the cooking of food in the open air, but does not include an outdoor fireplace unit, a campfire or an outdoor fireplace;

“BIA” means the Orangeville Business Improvement Area Board as appointed by Council or the land within the geographic limits of the Orangeville Business Improvement Area as the context requires;

“Bicycle” includes a tricycle, a unicycle but does not include a **power-assisted bicycle** or a **motor assisted bicycle**;

“Camp” means to erect a structure, hut or tent for the purpose of providing shelter;

“Consumer fireworks” mean low hazard fireworks that are designed for recreational use. They include items like Roman candles, sparklers, fountains, volcanoes, mines and snakes;

“Costs” means all monetary expenses including labour incurred by the **Town** including interest;

“Critically injured” means an injury of a serious nature that,

- (a) places life in jeopardy,
- (b) produces unconsciousness,
- (c) results in substantial loss of blood,
- (d) involves the fracture of a leg or arm but not a finger or toe,
- (e) involves the amputation of a leg, arm, hand or foot but not a finger or toe,
- (f) consists of burns to a major portion of the body, or
- (g) causes the loss of sight in an eye;
- (h) results in death;

“Display fireworks” means high hazard fireworks that are designed for professional use. They include items like aerial skills, cakes, Roman candles, waterfalls, lances and wheels;

“Emergency vehicle” means a fire department **vehicle**, a police **vehicle** or an ambulance;

“Film production” includes the use of motion picture, videotaping, sound recording or other moving image or audio recording equipment that includes the advertisement of a product or service, the creation of a product for sale, or the use of actors, models, sets or props;

“Fireworks” means **consumer fireworks** and **display fireworks**;

“General Manager” means the General Manager of Community Services for the **Town** or their designate or where this position no longer exists or is modified, the powers and duties may be exercised by a **person** deemed to have the responsibilities of the original position until such time as an amending by-law is adopted by Council;

“Highway” includes a common and public highway, street, avenue, parkway, lane, alley, roadway, driveway, sidewalk, square, place, bridge, viaduct or trestle, designed and intended for and used by the general public for the passage of **vehicles** and includes the area between the lateral property lines thereof;

“Highway Traffic Act” means the *Highway Traffic Act, R.S.O. 1990, c. H. 8*, as amended, and its regulations;

“Hiking trail” means an unpaved path or trail;

“Intermittent traffic stoppages” means where traffic is stopped intermittently;

“Item” includes an object, structure, article, chattel, furniture, thing, fixture or **obstruction**;

“Lands” mean a parcel of land which is capable of being legally conveyed or any part thereof and includes any buildings or other structures thereon and any of its amenities and includes a **park** and a **highway**;

“Landscaping works” includes soil, sand, rock, gravel, trees, flowers, plants, gardens, shrubs, grass or plant material or any accessories thereof;

“Liquor Licence and Control Act” means the *Liquor Licence and Control Act, 2019, S.O. 2019, c. 15*, as amended, and its regulations;

“Motor assisted bicycle” means a bicycle,

- (a) that is fitted with pedals that are operable at all times to propel the bicycle,
- (b) that weighs not more than fifty-five kilograms,
- (c) that has no hand or foot operated clutch or gearbox driven by the motor and transferring power to the driven wheel,
- (d) that has an attached motor driven by electricity or having a piston displacement of not more than fifty cubic centimetres, and
- (e) that does not have sufficient power to enable the bicycle to attain a speed greater than 50 kilometers per hour on level ground within a distance of 2 kilometers from a standing start;

“Motor vehicle” includes an automobile, a motorcycle, a **motor assisted bicycle**, and any other vehicle propelled or driven otherwise than by muscular power, but does not include a street car or other motor vehicle running only upon rails, a **power-assisted bicycle**, a motorized snow vehicle, a traction engine, a farm tractor, a self-propelled implement of husbandry or a road-building machine;

“Multi-use trail” means a paved path or trail;

“Obstruct” or **“Obstruction”** means to encumber, impede, prevent passage or progress, damage or foul and includes an obstacle, **item** or encroachment;

“Off-road vehicle” means a vehicle propelled or driven otherwise than by muscular power or wind and designed to travel,

- (a) on not more than three wheels, or

- (b) on more than three wheels and being of a prescribed class of vehicle by regulation of the *Off-Roads Vehicle Act, R.S.O. 1990, c. O. 4*, as amended, and includes:
 - i) dune buggies;
 - ii) vehicles designed for use on all terrains, commonly known as all-terrain vehicles, that have steering handlebars and a seat that is designed to be straddled by the driver;
 - iii) vehicles designed for utility applications or uses on all terrains that have four or more wheels and a seat that is not designed to be straddled by the driver;

“Officer” means a Police Officer, a municipal law enforcement officer, **General Manager** or any other **person** appointed by by-law to enforce the provisions of this By-law;

“Organized team sport” means a team sport which operates under the auspices of a league, club or association and has a registration process with designated player rosters;

“Owner” includes:

- (a) the registered owner of the **land**;
- (b) the **person** for the time being managing or receiving the rent for the **land** in connection with which the word is used, whether on the **person’s** own account or as agent or trustee of any other **person**, or who would receive the rent if the **land** were let;
- (c) a lessee or occupant of the **land** under the terms of a lease;
- (d) the registered owner of a **vehicle**;
- (e) a **permit holder**;

“Park” means **lands**:

- (a) established or made available for recreational and community purposes or programming;
- (b) inclusive of **trails**, open space recreation and open space conservation lands, storm water management areas and storm water management ponds;

and includes any associated walkways, roadways and **parking areas**;

“Parking area” means an area that is physically laid out for the purpose of parking a **vehicle** or that is designated by a **posted sign** for such purpose;

“Permit” means a current valid permit issued by the **Town** pursuant to this By-law;

“Permit holder” means a **person** who has been issued a **permit**;

“Person” includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

“Posted sign” means any sign, pavement marking, notice or other device which has been placed, installed or erected by the **Town**, by another party acting under the direction or authority of the **Town** or as required by this By-law, to designate, regulate, restrict activities and enforce the provisions of this by-law;

“Power-assisted bicycle” means a bicycle that,

- (a) is a power-assisted bicycle as defined in subsection 2 (1) of the *Motor Vehicle Safety Regulations* made under the *Motor Vehicle Safety Act* (Canada),
- (b) bears a label affixed by the manufacturer in compliance with the definition referred to in clause (a),
- (c) is fitted at all times with pedals that are operable to propel the bicycle, and
- (d) is capable at all times of being propelled on level ground solely by using muscular power to operate the pedals;

“Production vehicle” means a **vehicle** involved in **film production**;

“Procession” means a number of people or **vehicles** moving forward in an orderly fashion as part of a ceremony or festival;

“Pyrotechnic event” means an event at which **special effect pyrotechnics** are used;

“Refuse” includes any debris, rubbish, waste, sewage, effluent, garbage, brush, ashes, litter, wrappings, salvage, vehicle parts, trade waste, discarded material or things, broken or dismantled things, or materials or things exposed to the elements, deteriorating or decaying;

“Remotely piloted aircraft” means a navigable aircraft, other than a balloon, rocket or kite, that is operated by a pilot who is not on board and includes an unmanned air vehicle and an unmanned aircraft system;

“Service animal” means an **animal** that can be readily identified as one that is being used by the **person** for reasons relating to the **person’s** disability, as a result of visual indicators such as the vest or harness worn by the **animal** or the

person provides documentation from one of the following regulated health professionals confirming that the **person** requires the **animal** for reasons relating to the disability:

- (a) a member of the College of Audiologists and Speech-Language Pathologists of Ontario
- (b) a member of the College of Chiropractors of Ontario
- (c) a member of the College of Nurses of Ontario
- (d) a member of the College of Occupational Therapists of Ontario
- (e) a member of the College of Optometrists of Ontario
- (f) a member of the College of Physicians and Surgeons of Ontario
- (g) a member of the College of Physiotherapists of Ontario
- (h) a member of the College of Psychologists of Ontario
- (i) a member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario;

“Special effects” includes the use of chemicals, guns, gunfire, explosives, bomb/mock ups, flash powder, detonators, flammable liquids/material and dangerous stunts but does not include **special effect pyrotechnics**;

“Special effect pyrotechnics” means, in addition to any explosive classified as type F.3 by the Federal Chief Inspector of Explosives, the following types of explosive if it will be used to produce a special effect in a film or television production or a performance before a live audience:

- (a) fireworks accessories (type F.4 as classified by the Federal Chief Inspector of Explosives);
- (b) black powder and hazard category PE 1 black powder substitutes (type P.1 as classified by the Federal Chief Inspector of Explosives);
- (c) smokeless powder and hazard category PE 3 black powder substitutes (type P.2 as classified by the Federal Chief Inspector of Explosives);
- (d) initiation systems (type I as classified by the Federal Chief Inspector of Explosives) (for example, blasting accessories);
- (e) detonating cord (type E.1 as classified by the Federal Chief Inspector of Explosives); and
- (f) low-hazard special purpose explosives (Type S.1 as classified by the Federal Chief Inspector of Explosives) and high-hazard special purpose explosives (Type S.2 as classified by the Federal Chief Inspector of Explosives);

“Special event” means a sports, athletic, cultural, musical, artistic, school, church, parade, **procession**, street party or other community event that operates independently from **Town** programming and is held outdoors;

“Sports field” means an area in a **park** set aside for use in sports and includes

a soccer field and a ball diamond;

“**third-party sponsor, supplier or vendor**” includes an entertainer, clown, food operator, photographer and other vendors;

“**Town**” means the Corporation of the Town of Orangeville or the land within the geographic limits of the Corporation of the Town of Orangeville as the context requires;

“**Trail**” includes a **hiking trail** and a **multi-use trail**;

“**TSSA**” means the *Technical Standards and Safety Act, 2000, S.O. 2000, c. 16*, as amended, and its regulations;

“**Unsafe condition**” means any condition that poses or constitutes an undue or unreasonable hazard or risk to life, limb or health of any **person**;

“**Vehicle**” includes a **motor vehicle**, trailer, traction engine, farm tractor, road-building machine, **bicycle** and any vehicle drawn, propelled or driven by any kind of power, including muscular power, **power-assisted bicycle** but does not include a motorized snow vehicle or street car.

2. SHORT TITLE AND GENERAL

- 2.1 The short title of this by-law is the “Parks & Events By-law”.
- 2.2 For reference purposes, the classification types and hazard category of explosives to be determined by the Federal Chief Inspector of Explosives is attached as Schedule G.

3. DELEGATION OF AUTHORITY

- 3.1 The **General Manager** is hereby delegated authority to:
 - (a) administer this By-law;
 - (b) manage, control, regulate, maintain and develop all **parks**;
 - (c) issue a **permit** to authorize the use of **Town lands**;
 - (d) impose additional terms and conditions including increasing the insured coverage and the type of insurance coverage required to obtain a **permit** that in the opinion of the **General Manager** is reasonable taking into consideration the health, safety and well-being of **persons**, the nature of activities to take place on **Town lands**, and past conduct of an **applicant**;
 - (e) revoke or refuse to issue a **permit** or grant permission taking into

consideration the health, safety and well-being of **persons**, the nature of activities to take place on **Town lands**, and past conduct of an **applicant**;

- (f) post signs;
- (g) regulate or restrict the use or attendance on **Town lands** as deemed necessary and in the interest of public safety and welfare;
- (h) restrict the use of a **sports field** based on conditions;
- (i) designate areas on **Town lands** where activities subject to a **permit** under this by-law are permitted;
- (j) temporarily or permanently close to the public a **park** due to inclement weather or other circumstances deemed appropriate by the **General Manager**;
- (k) postpone or cancel the use of **Town lands** where a **person** has been injured and the scene needs to be secured for further investigation.

3.2 Where a **person** contravenes any provision of this By-law, an **Officer** may direct the **person** to leave **Town lands**.

4. HOURS OF OPERATION

4.1 No **person** shall remain in or enter into any **park** between the hours of 11:00 p.m. and 6:00 a.m. the following day, unless otherwise posted or authorized by the **General Manager** or by **permit**.

5. GENERAL PROHIBITIONS

5.1 No **person** shall organize, conduct, hold, play or permit to be organized, conducted, played or held on **Town lands**:

- (a) a **special event**;
- (b) an **organized team sport**;
- (c) a **film production**

without a **permit**.

5.2 No **person** shall organize, conduct, hold or permit to be organized, conducted or held a **film production** on privately owned **lands** where **special effect pyrotechnics**, **special effects** or **fireworks** are to be used without a **permit**.

5.3 No **person** shall organize, conduct or hold or permit to be organized, conducted or held a picnic, organized gathering, event, meeting or deliver a speech for more than twenty-five (25) **persons** in a **park** without a **permit**.

- 5.4 No **person** shall operate or cause to be operated any remote-controlled or other powered devices, including but not limited to, **remotely piloted aircraft** and rockets on **Town lands**.
- 5.5 No **person** shall handle, set-off or discharge or cause to be handled, set-off or discharged **fireworks, special effects or special effect pyrotechnics** on **Town lands** without a **permit**.
- 5.6 No **person** shall have exclusive use of a **sports field** or a **Town** facility without a **permit**.
- 5.7 No **person** in a **park** shall operate, use or cause to be operated or used loud speakers or sound amplifying equipment without a **permit**.
- 5.8 No **person** shall conduct, solicit, sell, offer, display or advertise or cause to be conducted, solicited, sold, offered, displayed or advertised in a **park** any business or trade including:
- (a) food or drink
 - (b) newspaper, magazine or publication
 - (c) goods, wares or merchandise
 - (d) art, skill or service
- without a **permit**.
- 5.9 No **person** in a **park** shall:
- (a) engage in any activity so as to interfere with or become a nuisance to the general public;
 - (b) engage in conduct that endangers the health and safety of themselves or others;
 - (c) cast, throw, or in any way propel any object in such a manner to endanger or cause injury or damage to any **person**;
 - (d) play golf, hit a golf ball, use golf clubs, drive or operate a golf cart;
 - (e) **obstruct**, inconvenience or endanger other users while operating or utilizing a **bicycle, power-assisted bicycle**, roller skates, rollerblades, in-line roller skates, skateboards, ice skates or like conveyances;
 - (f) scatter the remains from cremation or alkaline hydrolysis;
 - (g) urinate or defecate, except in a washroom facility;
 - (h) contravene the rules and regulations of a **posted sign**;

- (i) contravene the rules and regulations of this By-law.
- 5.10 No **person** shall own or operate or cause to be operated a refreshment vehicle or refreshment stand other than in accordance with the **Town's** Mobile Food Vendor's By-law, as amended.
- 5.11 No **person** shall fail to vacate **Town lands** in favour of a **permit holder**.
- 5.12 No **person** shall fail to produce or display a **permit** as required by this By-law.
- 5.13 No **person** shall remove, relocate, conceal from view or interfere or cause to be removed, relocated, concealed from view or interfered with a **posted sign**.
- 5.14 No **person** shall fail to comply with an Order issued pursuant to this By-law.

6. SPORTS FIELD USE

- 6.1 No **person** shall use a **sports field** on any day between the 15th day of October and the 30th day of April unless otherwise approved by the **General Manager**.

7. ANIMALS

- 7.1 No **person** shall keep or permit to be kept an **animal** in a **park** other than in accordance with the provisions of this By-law and the **Town's** Animal Control By-law.
- 7.2 No **person** in a **park** shall:
 - (a) kill, maim, trap, injure or in any way molest or disturb any **animal**, including birds, waterfowl or wildlife;
 - (b) remove or injure the nests or eggs of any bird or fowl;
 - (c) feed waterfowl and/or wildlife;
 - (d) permit an **animal** to enter any splashpad, **landscaping works**, playground or occupied **sports field**.
- 7.3 A **person** with a **service animal** is not subject to the provisions of Section 7.2 (d).
- 7.4 Notwithstanding any other provision of this By-law, a dog is permitted to be off a leash in a designated leash free **park**.
- 7.5 No **person** shall keep or permit to be kept on **Town lands** an exotic animal as defined in the Town's Animal by-law without a **permit**.

8. ALCOHOL

- 8.1 No **person** shall consume, serve, possess or sell alcohol on **Town lands** without a **permit** and approval of the Alcohol and Gaming Commission of Ontario.

9. BARBEQUE

- 9.1 No **person** shall use a **barbeque** on **Town lands** other than in a **park** in an area designated for that purpose.
- 9.2 No **person** shall use a **barbeque** in a **park** without a **permit**.
- 9.3 No **person** in a **park** shall:
- (a) leave a **barbeque** while in use unattended;
 - (b) leave unextinguished any embers after use of the **barbeque**;
 - (c) dispose a cylinder, charcoal or embers, except in a receptacle provided for that purpose;
 - (d) have an open flame under a tent or any other type of pop up structure.

10. TENTS, CAMPING & LODGING

- 10.1 No **person** shall **camp**, dwell or lodge in a **park**.

11. VEHICLES

- 11.1 No **person** in a **park** shall:
- (a) drive or operate a **vehicle** other than on a roadway or driveway provided for such purpose;
 - (b) instruct, teach or coach any **person** in the driving or operation of a **vehicle**;
 - (c) wash, clean, polish, service, maintain or repair a **vehicle**.
- 11.2 Notwithstanding Section 11.1 (c), a **person** may, in the case of an emergency, make minor repairs to a **vehicle**.

12. TRAILS

- 12.1 No **person** shall own, operate or drive on a **hiking trail** a:

- (a) **off road vehicle;**
- (b) **vehicle.**

12.2 No **person** shall own, operate or drive on a **multi-use trail** a:

- (a) **off road vehicle;**
- (b) **vehicle** with the exception of a **bicycle** and a **power-assisted bicycle.**

13. REFUSE

13.1 No **person** shall dispose of, deposit or dump or cause to be disposed of, deposited or dumped **refuse** in a **park** except in a waste receptacle provided for that purpose.

13.2 No **person** shall dispose of, deposit or dump or cause to be disposed of, deposited or dumped household **refuse** in a **park** waste receptacle.

13.3 No **person** shall dispose of, deposit or dump or cause to be disposed of, deposited or dumped snow, fill or soil in a **park.**

13.4 No **person** shall dump or drain or cause to be dumped or drained pool or hot-tub water in a **park.**

13.5 No **person** shall dump or cause to be dumped into any waters of any pond, stream, or watercourse of any kind any reptiles, fish, animals or other living organisms.

14. PARKS – WORKS, INJURY, DAMAGE OR ENCROACHMENT

14.1 No **person** in a **park** shall:

- (a) injure, damage, destroy, deface, alter, excavate or remove or cause to be injured, damaged, destroyed, defaced, altered, excavated or removed any **landscaping works** or **park** property;
- (b) encroach, place, deposit, construct, install or erect an **item** or **obstruction** or cause to be placed, deposited, constructed, installed or erected an **item** or **obstruction**;
- (c) operate or use machinery, equipment or construction equipment;

unless authorized by the **Town.**

14.2 No **person** shall install a gate in a fence adjacent to a **park** that creates an access point to a **park** without authorization from the **Town.**

15. PERMIT

15.1 A **person** making an application for a **permit** shall submit:

- (a) a complete application in the form provided by the **Town**;
- (b) when applicable, and as required, the Business Name Registration and/or Articles of Incorporation obtained from the applicable provincial or federal Ministry;
- (c) the **permit** fee as provided for in the **Town's** Parks and Events Rates and Fees By-law;
- (d) any documents, and obtain all required approvals and inspections from the appropriate approval authority having jurisdiction as outlined on the applicable Schedule to this By-law;
- (e) any other documents as may be required by the **General Manager**.

15.2 A **person** making application for a **permit** shall submit, as required, a minimum of fifteen (15) business days prior to a **special event, film production** of use of **Town lands**, proof of insurance underwritten by an insurer licensed to conduct business in the Province of Ontario and in a form satisfactory to the **General Manager**:

- (a) a certificate of insurance evidencing coverage in force, in Commercial General Liability and shall provide coverage for bodily injury, property damage and personal injury and shall include but not be limited to:
 - i) a limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$4,000,000;
 - ii) add the **Town** as an additional insured with respect to the operations of the **permit holder**;
 - iii) the policy shall contain a provision for cross liability and severability of interest in respect of the named insured;
 - iv) non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96);
 - v) Tenants' Legal Liability;
 - vi) Products and completed operations coverage;
 - vii) Contractual Liability;
 - viii) the policy shall provide for thirty (30) days prior notice of cancellation;
 - ix) Host Liquor Liability;
 - x) should **special effect pyrotechnics** be included as part of a **special event, film production** or a facility use **permit**, coverage shall include pyrotechnics;

- 15.3 A **permit holder's** insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the **Town**.
- 15.4 A **person** making an application for a **permit** shall be a minimum of eighteen (18) years of age.
- 15.5 An application for a **film production permit** shall be submitted a minimum of fifteen (15) business days prior to the **film production**.
- 15.6 An application for a **special event permit** shall be submitted a minimum of sixty (60) business days prior to the **special event** unless:
- (a) it includes a temporary **highway** closure which shall be submitted a minimum of ninety (90) business days;
 - (a) the **special event** has the potential of more than five hundred (500) participants in attendance, then the application shall be submitted a minimum of one hundred and twenty (120) business days;
- prior to the **special event**.
- 15.7 A **person** making application for a **special event** or **film production permit** may be subject to additional inspection(s), documentation or approval(s) not outlined on the applicable schedule taking into consideration the activities identified as part of the application.
- 15.8 An application that is not submitted within the minimum timelines established by this by-law shall not be processed without the authorization of the **General Manager**.
- 15.9 A **permit** may not be assigned and is not transferable without the consent of the **General Manager**.
- 15.10 A **permit** is only valid for the location, date and time specified on the **permit**.

16. EXEMPTIONS

- 16.1 The requirement to obtain a **permit** under this By-law does not apply for a **special event** held by the **Town** or in partnership with the **Town**.
- 16.2 Notwithstanding section 16.1, the documents, inspections or approvals required to obtain a **permit** apply.
- 16.3 A **film production permit** is not required for:
- (a) photography, filming and videography related to current affairs and newcasts, weddings, sports teams and family photos;

- (b) a **film production** on private property unless **special effect pyrotechnics, special effects** or **fireworks** are being used.
- 16.4 The provisions of this By-law do not apply to the **Town** for the purpose of carrying out their duties or delivering any of its programs or services, the Ontario Provincial Police, a provincial or federal agency or body, an **Emergency Vehicle** and any other agency authorized by the **Town** for the purpose of carrying out their duties.

17. PERMIT – TERMS AND CONDITIONS - GENERAL

17.1 A **permit holder** shall operate in compliance with:

- (a) this By-law,
- (b) the terms and conditions of a **permit**;
- (c) posted rules or regulations;
- (d) a **posted sign**;
- (e) **Town** By-laws or policies;
- (f) **Town's** RZone Policy or any successor policy;
- (g) **Town's** Alcohol Risk Management policy;
- (h) any directive, order or guidelines issued by the public health authority;
- (i) Alcohol and Gaming Commission guidelines and the **Liquor Licence and Control Act**;
- (j) Technical Standards and Safety Authority guidelines and the **TSSA**;
- (k) protocols and guidance documents issued by the **permit holder's** National or Provincial sports organization;
- (l) all federal and provincial legislation.

17.2 A **permit holder** shall carry and have in their possession and produce upon request of an **Officer** a **permit**.

17.3 A **permit holder** shall immediately report when a **person** has been **critically injured** as required by the *Occupation Health and Safety Act, R.S.O. 1990, c. O. 1*, as amended, and its regulations to the **Town** in a manner as prescribed by the **Town**.

17.4 A **permit holder** shall:

- (a) return and restore **Town lands** to its original condition immediately prior to the expiry of a **permit** or use of **Town lands**;
- (b) return all equipment leased or loaned by the **Town** immediately upon conclusion of the rental or event or at any other time approved by the **General Manager**;

- (c) be responsible for and pay for all damages to all existing utilities and services when such damage arises out of the work undertaken by the **permit holder** or on behalf of the **permit holder**;
 - (d) be responsible for and pay all **costs** associated with the:
 - i) use, set up, restoration and maintenance of **Town lands**;
 - ii) delivery, installation of loaned equipment.
- 17.5 A **permit holder** as part of the consideration for the **Town** granting the use of **Town lands** shall defend, indemnify and save harmless the **Town**, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to advertising or any copyright or trademark infringements, bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the **permit holder**, its directors, officers, employees, agents, contractors, subcontractors, attendees, or any of them, in connection with or in any way related to the delivery or performance of the **permit**. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the **permit holder** in accordance with the **permit** and shall survive the **permit**.
- 17.6 The **permit holder** agrees to defend, indemnify and save harmless the **Town** from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the **permit holder**, its contractors or sub-contractors status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by or to the **permit holder**, in accordance with the **Permit**, and shall survive the **permit**.
- 17.7 A **permit holder** acknowledges that **Town** staff or an authorized representative of the **Town** may inspect any bag, container or **item** brought onto **Town lands**.
- 17.8 A **permit holder** or their designate as approved by the **General Manager** shall be on-site and available for the duration of the use of **Town lands**.
- 17.9 A **permit holder** shall maintain insurance coverage as required by this By-law.
- 17.10 A **permit holder** shall collect proof of WSIB certification for its contractors.
18. **PERMIT – TERMS AND CONDITIONS - SPECIAL EFFECTS, SPECIAL EFFECT PYROTECHNICS AND FIREWORKS**

- 18.1 No **person** shall handle or discharge or cause to be handled or discharged **special effect pyrotechnics** other than in accordance with the NRCAN Pyrotechnics Special Effects manual (2014) or any successor manual.
- 18.2 No **person** shall permit or cause the discharge of **special effect pyrotechnics** unless supervised by a certified special effect pyrotechnician.
- 18.3 The special effect pyrotechnician shall ensure the **pyrotechnic event** is conducted in compliance with Explosive Regulation 2013-211, as amended or any successor legislation.
- 18.4 The special effect pyrotechnician shall keep the **pyrotechnic event** plan for two (2) years after the date of **pyrotechnic event**.
- 18.5 No **person** shall use or handle or permit to be used or handled flammable liquids or materials other than in accordance with the NFPA 160 – Standard for the Use of Flame Effects before an Audience.
- 18.6 No **person** shall handle or discharge or cause to be handled or discharged **fireworks** other than in accordance with the NRCAN Display Fireworks manual (Second edition 2010) or any successor manual.

19. PERMIT – ADMINISTRATIVE SUSPENSIONS

- 19.1 Where required in accordance with this By-law, a **permit holder's** policy of liability insurance expires, is cancelled, or is otherwise terminated, the **permit** shall be automatically suspended effective on the date of such expiration, cancellation, revocation or termination and shall remain so until such insurance has been reinstated.
- 19.2 Where a **permit holder** fails to comply with this by-law or the terms and conditions of a **permit**, the **permit** shall be automatically suspended effective on the date of the breach.
- 19.3 An administrative suspension of a **permit** without a hearing shall be imposed for fourteen (14) days if the **General Manager** is satisfied that the continuation of the activity poses an immediate danger to health and safety of any **person** or to any **Town lands** or in accordance with Section 20. Before any suspension is imposed, the **General Manager** shall provide the **permit holder** with the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.
- 19.4 An administrative suspension imposed under Section 19.3 may be imposed on such conditions as the **General Manager** considers appropriate.

20. PERMITS – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION

- 20.1 An **applicant** or **permit holder** is entitled to a **permit** upon meeting the requirements of this By-law except where:

- (a) the past or present conduct of any **person**, including any partner, the officers, directors, employees or agents of a corporation affords reasonable cause to believe that the **person** will not carry on or engage in the activity in respect of which the application is made in accordance with the law or with honesty or integrity; or
- (b) the **applicant** or **permit holder** has past breaches or contraventions of any law or any provision of this By-law or any other municipal by-law or Provincial or Federal Statute associated with the carrying on of such activity; or
- (c) the **applicant** or **permit holder** has failed to pay a fine or penalty imposed by the **Town** or a Court for a conviction or a breach of this or any other municipal by-law; or
- (d) the **applicant** or **permit holder** has failed to comply with any term, condition or direction of the **General Manager** or **Officer** or has failed to permit any investigation or inspection by the **General Manager** or **Officer**; or
- (e) the **applicant** or **permit holder** has failed to comply with this By-law or the terms and conditions of a **permit**; or
- (f) the issuing of a **permit** would be contrary to the public interest with respect to health and safety or risk to participants, spectators or the public; or
- (g) the **applicant** or **permit holder** has submitted an application or other documents to the **Town** containing false statements, incorrect, incomplete, or misleading information; or
- (h) the **applicant** or **permit holder** has exhibited discriminatory behaviour against a **person** on any grounds protected by the Ontario Human Rights Code; or
- (i) the **applicant** or **permit holder** has not paid the required **permit** fees.

20.2 The **General Manager** may revoke, suspend, refuse to issue, or refuse to renew a **permit** where the **applicant** or **permit holder** would not be entitled to a **permit** on any grounds set out in this By-law.

20.3 Where the application for a **permit** has been revoked, suspended or cancelled, the fees paid by the **applicant** or **permit holder**, in respect of the **permit**, shall not be refunded.

20.4 No **person** shall re-apply to obtain or a **permit** for a minimum of one (1) year from the later of:

- (a) the date of the **General Manager's** decision to refuse to issue, renew or revoke a **permit**;

- (b) where the decision of the **General Manager** is appealed, the date of the **Appeal Tribunal's** decision if the **Appeal Tribunal** upholds the decision to refuse to issue, renew or revoke the **permit**.

21. PERMITS – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION – TERMS AND CONDITIONS – RIGHT TO A HEARING

- 21.1 With the exception of Section 19, before a **permit** is refused, revoked, suspended, cancelled or issued with terms or conditions, written notice shall be given by the **General Manager** to the **applicant** or **permit holder**.
- 21.2 Notice shall be served to the **applicant's** or **permit holder's** last known address or email address filed with the **Town** and shall:
 - (a) contain sufficient information to specify the nature of, or reason for, any recommendation;
 - (b) inform the **applicant** or **permit holder** of entitlement to a hearing before the **Appeal Tribunal**, if a request in writing for a hearing is returned to the **Clerk** within fourteen (14) days after the date of service of the notice; and
 - (c) inform the **applicant** or **permit holder** that if no written request is received, the decision with respect to the **permit** is final and binding.
- 21.3 On receipt of a written request for a hearing from an **applicant** or **permit holder**, the **Clerk** shall:
 - (a) schedule a hearing; and
 - (b) give the **applicant** or **permit holder** notice of the hearing at least twenty (20) days prior to the hearing date; and
 - (c) post notice of the hearing on the **Town's** website at least twenty (20) days prior to the hearing date.
- 21.4 Service of any notice on the **applicant** or **permit holder** under this by-law shall be made by personal delivery, ordinary mail or email transmission. The notice shall be deemed to have been served on the fifth (5th) day after the day of mailing or on the date of personal service or on the date of the email transmission.

22. ESTABLISHMENT OF APPEAL TRIBUNAL

- 22.1 The **Appeal Tribunal** shall hear and render decisions regarding the refusal, revocation or suspension of a **permit**, and the imposing of terms and conditions on a **permit**.
- 22.2 The decision of the **Appeal Tribunal** shall be final and binding.

23. HEARING PROCESS

- 23.1 The provisions of the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, shall apply to all hearings conducted under this By-law.
- 23.2 A hearing shall be held in public, unless determined otherwise in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, and the **Appeal Tribunal** shall hear the **applicant** or **permit holder** and every other **person** who desires to be heard, and the **Appeal Tribunal** may give its decision orally or adjourn the hearing and reserve its decision but in any case the decision shall be provided in writing.
- 23.3 The decision of the **Appeal Tribunal**, shall be in writing and shall set out the reasons for the decision, and shall be signed.
- 23.4 Any authority or permission granted by the **Appeal Tribunal** may be for such time and subject to such terms and conditions as the **Appeal Tribunal** considers advisable and as are set out in the decision.
- 23.5 When a **person** who has been given written notice of a hearing does not attend at the appointed time and place, the **Appeal Tribunal** may proceed with the hearing in their absence, and the **person** shall not be entitled to any further notice of the proceedings.
- 23.6 The **Clerk** shall no later than ten (10) days from the making of the decision send one (1) copy of the decision to:
- (a) the **applicant** or **permit holder**;
 - (b) each **person** who appeared in **person** or by Counsel or by Agent at the hearing and who filed with the **Clerk** a written request for notice of the decision.

24. ORDERS AND REMEDIAL ACTION

- 24.1 If an **Officer** has reasonable grounds to believe that a contravention of this By-law has occurred or the terms and conditions of a **permit** have not been complied with, or determines that an **item** on **Town lands** exists in contravention of this By-law, the **Officer** may make an Order requiring the **person** or **owner** from which the **item** comes from, relates to, or was created for, to:
- (a) discontinue the contravening activity,
 - (b) discontinue causing the **obstruction** and to remove the **item** and repair, as necessary, at their expense, so that **Town lands** are brought back to its former condition prior to any works, **obstruction** or **item** being placed on **Town lands**;

- (c) do or take any action to correct the contravention.

24.2 An Order under section 24.1 shall set out:

- (a) reasonable particulars of the contravention adequate to identify the contravention;
- (b) the location of the **lands** on which the contravention occurred; and
- (c) either:
 - (i) in the case of an Order under section 24.1 (a), the date by which there must be compliance with the Order; or
 - (ii) in the case of an Order under section 24.1 (b) and 24.1 (c), the action to be done and the date by which the action must be done.

24.3 An Order made under this By-law may be served personally, by ordinary mail to the last known address or by email transmission to:

- (a) the **person** or **owner** the **Officer** believes contravened this By-law; and
- (b) such other **persons** or **owners** affected by the Order as the **Officer** making the Order determines.

24.4 The Order shall be deemed to have been served on the fifth (5th) day after the date of mailing or on the date of personal service or on the date of email transmission.

24.5 An **Officer** who is unable to effect service of an Order pursuant to this By-law shall place a placard containing the Order in a conspicuous place on the **lands** or **item** and the placing of the placard shall be deemed to be sufficient service. The placing of the placard of the Order shall be deemed to be served on the date of placing the placard.

24.6 Where the order is not complied with in the time period stipulated, the **Town** may remove the **obstruction** or **item** and repair, as necessary, **Town lands** and all the **Costs** incurred by the **Town** in undertaking this work shall be **costs** owed to the **Town** by the **person** or **owner** from which the works, **obstruction** or **item** comes from, relates to, or was created for.

25. UNSAFE CONDITION – REMOVAL AND RESTORATION

25.1 Notwithstanding Section 24.1, if an **Officer** determines that any works, **obstruction** or **item** on **Town lands** is, or may create, an **unsafe condition**, the **Officer** may take any action necessary to have the works, **obstruction** or **item** immediately removed and **Town lands** repaired, if necessary, and all the

costs incurred by the **Town** in undertaking the work shall be **costs** owed to the **Town** by the **person** or **owner** from which the **obstruction** comes from, relates to, or was created for.

- 25.2 Where work is performed by the **Town** it shall not relieve the **person** or **owner** or their agents, servants or workers from any responsibility, or any liability arising out of the performance of the work completed by the **Town**.

26. REMOVAL, STORAGE AND DISPOSAL OF ITEMS

- 26.1 Any works, **item** or **obstruction** removed by the **Town** from **Town lands** under this By-law may at the discretion of an **Officer** be deposited on **lands** from which they come from, relate to, or be stored at a **Town** facility for sixty (60) days at the **owner's** expense.
- 26.2 Any works, **item** or **obstruction** removed under this By-law shall only be released to its **owner** after the **owner** has shown proof of ownership and paid the **Town** any **costs** regarding the removal and storage of any works, **item** or **obstruction**.
- 26.3 Any works, **item** or **obstruction** removed under this By-law that is stored at a **Town** facility for more than sixty (60) days and for which an **owner** has not been identified may be disposed of by the **Town** in any manner that it deems appropriate.
- 26.4 Any works, **item** or **obstruction** removed under this By-law that is stored at a **Town** facility for more than sixty (60) days and for which the **owner**, having been identified, has failed to pay the applicable **costs** and claim the **item** or **obstruction**, may be disposed of pursuant to the provisions of the *Repair and Storage Liens Act, R.S.O. 1990, c. R. 25*, as amended.
- 26.5 The **Town** shall not be responsible for any damage to any **item** or **obstruction** removed and stored.

27. USE OF CONTRACTOR, RECOVERY OF EXPENSES AND RETURN OF SECURITIES

- 27.1 All **costs** incurred by the **Town** in connection with the enforcement of this By-law shall be paid to the **Town** by the **person** owing those **costs** and may be collected:
- (a) by drawing on the posted security deposit;
 - (b) in the same manner as property taxes by adding the **costs** to the tax roll of the property from which the **item** on the **Town lands** relates;
 - (c) through court action.
- 27.2 The **Town** may retain the services of a contractor to carry out any of the work that the **Town** may carry out under this By-law.

- 27.3 The **Town** shall first draw on the security deposit provided by a **permit holder** to cover any **costs**.
- 27.4 All **costs** owed to the **Town** are due and payable within thirty (30) days of the billing date set out on the invoice and, in the event of failure to pay the entire amount due within the said thirty (30) days, interest may be applied at the rate of 1.25% per month (15% annually).
- 27.5 The **Town** upon the expiry of a **permit** and being satisfied that **Town lands** have been restored to its original condition shall refund the security deposit to the **permit holder**.

28. ENFORCEMENT AND PENALTY PROVISIONS

- 28.1 The enforcement of this By-law shall be conducted by an **Officer**.
- 28.2 An **Officer** may enter on **lands** at any reasonable time for the purpose of carrying out an inspection to determine whether or not:
- (a) the By-law is complied with;
 - (b) the **permit**, or the terms or conditions of a **permit** are complied with;
 - (c) a direction or Order made under the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, is complied with.
- 28.3 For the purposes of an inspection under this By-law, an **Officer** may:
- (a) require the production for inspection of documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information from any **person** concerning a matter related to the inspection; and
 - (d) alone or in conjunction with a **person** possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 28.4 All documents and records shall be kept in a good and business-like manner for review by the **Officer** at their request.
- 28.5 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.

- 28.6 Every **person** who contravenes any provision of this By-law, including failing to comply with an Order made under this By-law, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P.33*, as amended, and the *Municipal Act, 2001, S.O. 2001*, as amended.
- 28.7 Any **person** who is charged with an offence under this By-law or an Order issued pursuant to this By-law or every director or officer of a corporation, who knowingly concurs in the contravention by the laying of an information under Part III of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended, is guilty of an offence and if found guilty of the offence is liable pursuant to the *Municipal Act, 2001, S.O. 2001*, as amended, to the following:
- (a) on a first offence, to a fine not more than \$50,000.00; and
 - (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00
- 28.8 Every **Person** who is issued a Part 1 offence notice or summons upon conviction is guilty of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 28.9 No **Person** shall hinder or **obstruct**, or attempt to hinder or **obstruct**, any **Officer** exercising a power or performing a duty under this By-law.
- 28.10 Every **Person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or **obstructed** an **Officer** in the execution of their duties.
- 28.11 Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 28.12 If a **Person** is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **Person** convicted.

29. SEVERABILITY

- 29.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of Council of the **Town** that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

30. SINGULAR AND PLURAL USE

- 30.1 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable

31. REPEAL

- 31.1 That the following by-laws and policies are hereby repealed:

By-laws 7-81, 76-2008 and 128-2016
Parks and Facilities Permit – Terms and Conditions Policy
Parks and Open Space Unusable Conditions Policy

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED this XX day of XXXX, 2023.

Lisa Post, Mayor

Carolina Khan, Town Clerk

SCHEDULE 'A' to BY-LAW 2023-XX

SPECIAL EVENT PERMIT REQUIREMENTS

1. APPLICATION REQUIREMENTS

1.1 In addition to the requirements set out in Section 15 of this By-law, an **Applicant** for a **Special Event Permit** shall submit, as required, the following to the satisfaction of the **General Manager**:

- (a) a site plan detailing the design and layout of the **Special Event** that includes the following:
 - i) a legend to determine symbols or icons on the plan;
 - ii) the event name, date and location including street address or location
 - iii) the boundaries of the site;
 - iv) the location and particulars of all existing and proposed buildings, structures, signs, booths, lighting, stages, tents, canopies, fencing and generators and any other infrastructure to be used in connection with the **Special Event** and any accommodation and/or residential building on adjacent properties;
 - v) all areas to be designated for food and beverage sales or consumption;
 - vi) location of all activity zones and programming (**amusement devices**);
 - vii) location of all primary and secondary **special event** access points and emergency access points;
 - viii) location of all emergency access routes for **emergency vehicles** that:
 - a) avoids any temporary or permanent or gated access points;
 - b) temporary **highway** closures;
 - c) has easy access from a main street;
 - d) is separated from the main flow of event attendees (pedestrians and **vehicles**);
 - ix) location of all **highways, trails** and routes to be used and temporary **highway** closure requirements;
 - x) location of any barricades used to block off parking, **highways** or other areas;
 - xi) all areas to be designated for **vehicle** parking;
 - xii) location of designated First Aid tent or area;
 - xiii) location of designated safe area;
 - xiv) location of signs to point out:
 - a) location of washroom
 - b) location of the concession
 - c) location of the first aid tent or area
 - d) location of safe area

- e) venue rules
 - f) codes of conduct;
- xvi) the use of **fireworks, special effects** and **special effect pyrotechnics**;
- (b) proof that **special event** staff or volunteers have current first aid certification;
- (c) an Emergency Action Plan that includes plans for communicating, decision making and mitigating against the following emergencies:
 - i) lost child;
 - ii) site evacuation;
 - iii) fire and fire hazards;
- (d) an Extreme Weather Response Protocol that includes:
 - i) how all tents and temporary structures will be weighted down (staking or spiking into concrete/pavement is not allowed);
 - ii) a method other than the use of cell phones for communication between **special event** staff and volunteers (eg: two-way radios, extra batteries);
 - iii) designated Safe Areas for attendees to access:
 - a) shade, cool air and water when it is warm;
 - b) heat and warmth when it is cold
- (e) a security plan that outlines plans for communicating and decision making and includes:
 - i) a schedule of all event activities;
 - ii) a schedule of all security activities, before, during, and after the event;
 - iii) a description of the risk factors that are unique to the event, such as a large audience, sale of alcohol, violence and vandalism, no identification checking, etc.;
 - iv) a list of key personnel, including security guards, any emergency workers, facility managers, event organizers and details regarding their roles and responsibilities;
 - v) command post location, policies and procedures;
 - vi) detail of post assignments including post locations;
 - vii) details on security communications – two-way radios, cell phones, a public address system etc
 - viii) security transportation outlining how security is going to move through the event and respond to emergencies;
 - ix) a section detailing emergency procedures;

- x) details regarding crowd management and ushering;
- (f) a traffic management plan that controls the management of traffic and parking including all **vehicle**, pedestrian, and cyclist movements to, from the **special event** and includes:
- i) detours of public transit routes and **highways**;
 - ii) **emergency vehicle** access and egress;
 - iii) pedestrian flow;
 - iv) temporary barriers and devices necessary for traffic control or parking;
 - v) designated accessible pick-up and drop-off locations for persons with a disability;
 - vi) the pick-up and drop-off locations for buses, taxis, shuttles and limousines;
 - vii) **vehicles** that exceed the load or dimension limits set out in Parts VII and VIII of the **Highway Traffic Act**;
 - viii) off-site parking and shuttle service arrangements;
 - ix) such other traffic and parking information as required by the **General Manager**;
- (g) a waste management plan that outlines:
- i) the management of **refuse**, recycling, septate and hazards before, during and after the **special event**;
 - ii) location of garbage/recycling stations;
 - iii) location of lavatory facilities;
- (h) documentation that lavatory facilities have been retained that meets the threshold of one (1) washroom per one hundred (100) attendees or as otherwise required by the **General Manager**;
- (i) written details regarding:
- i) serving of food and beverages including alcohol and the provision for potable water;
 - ii) the advertising, promotional and marketing campaign plan;
 - iii) a list of **amusement devices** to be featured that includes:
 - a) methods used to secure the structure(s)
 - b) number of safety straps or tie downs per structure
 - c) structure size
 - d) structure weight
 - iv) the proposed use of:
 - a) generators, propane appliance and any other specialized equipment to be used during the **special event**, including type of fuel used to operate the equipment;
 - b) exotic animals;
 - c) sound equipment;

- d) **vehicles** that exceed the load or dimension limits set out in Parts VII and VIII of the **Highway Traffic Act**;
 - e) **special effects**;
- (j) a security deposit in the amount determined by **General Manager** for potential **costs** in the form of payment method authorized by the **General Manager**;
- (k) a copy of Technical Standards and Safety Authority certification for each **amusement device**;
- (l) a copy of the Ontario Electrical Safety Authority permit;
- (m) a copy of the liquor licence or special occasion permit issued by the Alcohol and Gaming Commission of Ontario;
- (n) proof that arrangements have been made to obtain locates;
- (o) a minimum of fifteen (15) business days prior to **special event**, verification that the services of a paid duty police officer and/or Fire Division staff to supervise or assist with:
 - i) temporary **highway** closures;
 - ii) discharge of **fireworks** or the detonation of **special effect pyrotechnics**;
 - iii) traffic control;
 - iv) any dangerous situation identified by the **General Manager**

has been retained at the **applicant's** expense.
- (p) a minimum of fifteen (15) business days prior to the **special event**, where **special effect pyrotechnics** are to be used, a copy of **special effect pyrotechnics** certificate for the pyrotechnician who will be supervising the operation or use of **special effect pyrotechnics**;
- (q) a minimum of fifteen (15) business days prior to the **special event**, where a **special effect pyrotechnics** are to be used, a copy of the **pyrotechnic event** plan that includes the following information:
 - i) the name of the pyrotechnician in charge and the number and expiry date of their fireworks operator certificate;
 - ii) a description of the size of the event, including the placement of the **special effect pyrotechnics**, the proximity of the audience and the location every exit, every storage area for the pyrotechnics and every smoke detector that may be triggered by the pyrotechnics used in the event;

- iii) the type and product name of each **special effect pyrotechnic** that will be used and name of the **person** who obtained its authorization;
- iv) a description of each **special effect pyrotechnic**;
- v) the anticipated height, duration and fallout effect of the effects of each **special effect pyrotechnic**;
- vi) a description of the anticipated effects of each special purpose pyrotechnic;
- vii) the method and sequence of firing the **special effect pyrotechnics**;
- viii) an assessment of the likelihood of harm to people or property resulting from the use of the **special effect pyrotechnics**.

1.2 The issuing of a **special event permit**, is subject to input or approval as determined by the **General Manager** from the:

- (a) **Town's** Infrastructure Services Department where the **special event** requires a temporary **highway** closure;
- (b) **Town's** Fire Division;
- (c) **Town's** Chief Building Official;
- (d) Ontario Provincial Police;
- (e) **BIA**;
- (f) Wellington Dufferin Guelph Public Health;
- (g) **TSSA**;
- (h) any other agency deemed necessary by the **General Manager**.

SCHEDULE 'B' to BY-LAW 2023-XX

SPECIAL EVENT PERMIT TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A **special event permit holder** shall:

- (a) provide and maintain a reasonable and safe alternate route for **vehicle** and pedestrian traffic;
- (b) provide and maintain reasonable local access routes for all **land Owner(s)** whose access will be affected by the **special event**, parking lots, **parks**, thoroughfares and walkways;
- (c) not install fencing that:
 - i) blocks access to a driveway, parking lot, walkway or thoroughfare, emergency access points and emergency access routes;
 - ii) is staked or spiked into concrete/pavement;
- (d) have a complete first aid kit on site easily accessible to **special event** staff and volunteers;
- (e) as required by the **General Manager**, have a designated First Aid tent or area set up with:
 - i) clearly marked signs identifying its location;
 - i) multiple complete first aid kits, including portable kits;
 - iii) cots and mats in place where patrons can lay down;
 - iv) equipment such as Epi-pens and Benadryl liquid, on hand for dealing with allergic reactions;
 - v) Automatic External Defibrillator (AED) for events where paramedics are not present.
- (f) supply, erect and maintain at their own expense all barricades, signs, covers, lights, flagmen and other safety warning devices as may be required by the **General Manager** to protect **vehicle** and pedestrian traffic;
- (g) when playing music at the **special event**, compliance with ENTANDEM regulations including payment of any required fees;
- (h) ensure all access points are marked;
- (i) designate a **person** in attendance at the **special event** that:

- i) tracks the number of **person(s)** in attendance;
 - ii) knows the layout of the **special event**;
 - iii) knows the location of all emergency exits;
- (j) have and communicate with all **special event** staff and volunteers all details regarding approved plans and protocols;
- (k) adhere to all approved plans and protocols;
- (l) call 911 in the event of an emergency and for the safe evacuation of all attendees;
- (m) collect a certificate of insurance with a coverage limit not less than two (2) million dollars in Commercial General Liability for any **third-party sponsor, supplier or vendor** invited to participate in the **special event**;
- (n) maintain the site in a clean and sanitary condition for the duration of the **special event**;
- (o) properly dispose of and remove all **refuse** from the site within twenty-four (24) hours of the conclusion of the **special event**;
- (p) not use any Town logo or crest in any marketing material for the **special event** without the prior approval of the **General Manager** and the Town's communications division;
- (q) acknowledges that the **General Manager**, Fire Chief or the OPP have the absolute and unfettered authority to shut down the **special event** at their sole discretion taking into consideration an emergency or any potential emergency.

2. NOTIFICATION

- 2.1 Where a **special event** requires a temporary **highway** closure within the **BIA** and the **BIA** is not the **applicant** the **General Manager** shall provide notice regarding the **special event** to the **BIA** a minimum of thirty (30) days prior to the **special event** that contains the following information:
 - (a) the date and hours of the **special event**;
 - (b) the **highways** subject to a temporary **highway** closure and the duration of the closure;
 - (c) **Town** staff contact information.
- 2.2 Where a **special event** requires a temporary **highway** closure and the **special event** has not occurred annually over the previous two (2) consecutive years the **General Manager** shall provide notice to the **land owner(s)** impacted by

the **special event** and the temporary **highway closure** a minimum of thirty (30) days prior to the **special event** that contains the following information:

- (a) the date and hours of the **special event**;
- (b) the **highways** subject to a temporary **highway** closure and the duration of the closure;
- (c) **Town** staff contact information.

- 2.3 The **General Manager** shall take into consideration any concerns raised by **land owner(s)** impacted by the **special event** and impose additional terms and conditions on a **permit** as deemed appropriate.

3. RESTRICTED HOURS

- 3.1 No **person** shall permit or cause a **special event** to occur between the hours of 11:00 p.m. one day and 7:00 a.m. the following day unless otherwise approved by the **General Manager**.

SCHEDULE 'C' to BY-LAW 2023-XX

FILM PRODUCTION PERMIT REQUIREMENTS

1. APPLICATION REQUIREMENTS

- 1.1 In addition to the requirements set out in Section 15 of this By-law, an **Applicant** for a **Film Production Permit** shall submit a minimum of fifteen (15) business days prior to the **film production**, as required, the following to the satisfaction of the **General Manager**:
- (a) where the **film production** is taking place in a **park** a copy of a parks and facility use **permit**;
 - (b) where **special effect pyrotechnics** are to be used, a copy of **special effect pyrotechnics** certificate for the pyrotechnician who will be supervising the operation or use of **special effect pyrotechnics**;
 - (c) where **special effect pyrotechnics** are to be used, a copy of the **pyrotechnic event** plan that includes the following information:
 - i) the name of the pyrotechnician in charge and the number and expiry date of their fireworks operator certificate;
 - ii) a description of the size of the event, including the placement of the **special effect pyrotechnics**, the proximity of the audience and the location every exit, every storage area for the pyrotechnics and every smoke detector that may be triggered by the pyrotechnics used in the event;
 - iii) the type and product name of each **special effect pyrotechnic** that will be used and name of the **person** who obtained its authorization;
 - iv) a description of each **special effect pyrotechnic**;
 - v) the anticipated height, duration and fallout effect of the effects of each **special effect pyrotechnic**;
 - vi) a description of the anticipated effects of each special purpose pyrotechnic;
 - vii) the method and sequence of firing the **special effect pyrotechnics**;
 - viii) an assessment of the likelihood of harm to people or property resulting from the use of the **special effect pyrotechnics**
 - (d) verification that the services of a paid duty police officer and/or Fire Division staff to supervise or assist with:
 - i) **intermittent traffic stoppages** or temporary **highway** closures;

- ii) detonation of **special effect pyrotechnics**;
- iii) the appearance of police uniforms, mock police vehicles, prop guns, crossbows, bombs or other weapons;
- iv) the use of **special effects**;
- v) any dangerous situation identified by the **General Manager**

has been retained at the **applicant's** expense.

- (e) a site plan that includes maps of all **film production** locations, dates and times and verbiage indicating the following:
 - i) dates and hours of **film production** at each location;
 - ii) **film production** company name, contact name, phone number and email address;
 - iii) parking requirements for **production vehicles** and the number of **production vehicles**;
 - iv) reserved parking spaces necessitated by **film production** plans;
 - v) temporary **highway** closures or **intermittent traffic stoppages**;
 - vi) the use and location of generator(s);
 - vii) the use of lighting;
 - viii) particulars regarding the use of a sidewalk;
 - ix) parking restrictions;
 - x) temporary **highway** closures or **intermittent traffic stoppages**;
 - xi) the use of **special effect pyrotechnics**;
- (f) proof of notification in a format approved by the **General Manager** to **land Owner(s)** within a sixty (60) metre radius of the **film production** to be provided a minimum of three (3) days in advance of the proposed **film production**;

1.2 The issuing of a **film production permit**, is subject to input or approval as determined by the **General Manager** from the:

- (a) **Town's** Infrastructure Services Department where the **film production** requires **intermittent traffic stoppages** or a temporary **highway** closure;
- (b) **Town's** Fire Division;
- (c) **Town's** Chief Building Official;
- (d) Ontario Provincial Police;
- (e) **BIA**;
- (f) any other agency deemed necessary by the **General Manager**.

SCHEDULE 'D' to BY-LAW 2023-XX

FILM PRODUCTION PERMIT TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

- 1.1 A **film production permit holder** shall ensure a paid duty police officer and/or Fire Division staff is present to supervise:
- (a) **intermittent traffic stoppages** or temporary **highway** closures;
 - (b) detonation of **special effect pyrotechnics**;
 - (c) the appearance of police uniforms, mock police vehicles, prop guns, crossbows, bombs or other weapons;
 - (d) any dangerous situation identified by the **General Manager**.

2. ACKNOWLEDGMENT

- 2.1 A **film production permit holder** shall make every effort to provide the **Town** with:
- (a) a screen credit on the final and published production;
 - (b) stills or clips of the **film production** to the **Town** for its use in marketing and promotion of the community;
 - (c) testimonials and comments about their experience of **film production** in the **Town** and permission to include such testimonials and comments for the **Town's** own use;
 - (d) copies of media releases, casting calls or public notices or advertisements related to the **film production**.

3. LOCAL SOURCING

- 3.1 A **film production permit holder** shall make every effort to patronize local businesses and services during **film production** including casual employment of cast and crew, food catering and accommodations.

4. FILM PRODUCTION VEHICLES

- 4.1 A **film production permit holder** shall park essential **film production vehicles** in a **Town** approved designated area. All other **film production** related crew/private owned **vehicles** are required to park in public parking areas.
- 4.2 A **film production permit holder** shall display in the window of a **film production vehicle** the **film production permit**.

5. GENERATOR

- 5.1 A generator shall be equipped with a silencing attachment unless otherwise approved by the **General Manager**.

6. LIGHTING

- 6.1 Lighting shall be oriented away from a neighbouring property.

7. RESTRICTED HOURS

- 7.1 No **person** shall permit or cause **film production** to occur in a residential area between the hours of 11:00 p.m. one day to 7:00 a.m. the following day unless otherwise approved by the **General Manager**.

8. INTERMITTENT TRAFFIC STOPPAGE

- 8.1 No **person** shall permit or cause an **intermittent traffic stoppage** for a period of time that exceeds five (5) minutes.

SCHEDULE 'E' to BY-LAW 2023-XX

PARKS AND FACILITY USE PERMIT REQUIREMENTS

1. APPLICATION REQUIREMENTS

- 1.1 In addition to the requirements set out in Section 15 of this By-law, an **Applicant** for a Parks and Facility Use **permit** shall submit, as required, the following to the satisfaction of the **General Manager**:
- (a) a security deposit in the amount determined by **General Manager** for potential **costs** in the form of payment method authorized by the **General Manager**;
 - (b) a copy of Technical Standards and Safety Authority certification for each **amusement device**;
 - (c) a minimum of fifteen (15) business days prior to the use of a **park**, a copy of the liquor licence or special occasion permit issued by the Alcohol and Gaming Commission of Ontario;
 - (d) a minimum of fifteen (15) business days prior to the use of the **park**, a copy of **special effect pyrotechnics** certificate for the pyrotechnician who will be supervising the operation or use of **special effect pyrotechnics**;
 - (e) a minimum of fifteen (15) business days prior to the use of the **park**, a copy of the **pyrotechnic event** plan that includes the following information:
 - i) the name of the pyrotechnician in charge and the number and expiry date of their fireworks operator certificate;
 - ii) a description of the size of the event, including the placement of the **special effect pyrotechnics**, the proximity of the audience and the location every exit, every storage area for the pyrotechnics and every smoke detector that may be triggered by the pyrotechnics used in the event;
 - iii) the type and product name of each **special effect pyrotechnic** that will be used and name of the person who obtained its authorization;
 - iv) a description of each **special effect pyrotechnic**;
 - v) the anticipated height, duration and fallout effect of the effects of each **special effect pyrotechnic**;
 - vi) a description of the anticipated effects of each special purpose pyrotechnic;

- vii) the method and sequence of firing the **special effect pyrotechnics**;
 - viii) an assessment of the likelihood of harm to people or property resulting from the use of the **special effect pyrotechnics**
 - (f) a minimum of fifteen (15) business days prior to use of the **park**, verification that the services of a paid duty police officer, security company and/or Fire Division staff to supervise:
 - i) detonation of **special effect pyrotechnics**;
 - ii) the event;
 - ii) any dangerous situation identified by the **General Manager**

has been retained at the **applicant's** expense;
 - (g) a minimum of fifteen (15) business day prior to the use of the **park**, pay ENTANDEM fees to the **Town**.
- 1.2 The issuing of a parks and facility use **permit**, is subject to input or approval as determined by the **General Manager** from the:
- (a) **Town's** Fire Division;
 - (b) Ontario Provincial Police;
 - (c) Wellington Dufferin Guelph Public Health;
 - (d) any other agency deemed necessary by the **General Manager**.

SCHEDULE 'F' to BY-LAW 2023-XX

PARKS AND FACILITY USE PERMIT TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A parks and facility use **permit holder** shall:

- (a) not advertise any event or occasion in relation to the use of a **park** without approval from the **General Manager**;
- (b) not serve or sell alcohol without a special occasion permit issued by the Alcohol and Gaming Commission of Ontario;
- (c) not use of amplified sound other than in accordance with **Town** by-laws and operating procedures;
- (d) only permit a **service animal** in a **Town** facility and produce upon request, documentation from a designated regulated health professional;
- (e) comply with the aquatic admission standards and to have the required number of guardians present;
- (f) be allotted by facility staff a dressing room and shall vacate the dressing room within thirty (30) minutes of expiry of the **permit**;
- (g) in the event of a fire:
 - i) call 911;
 - ii) if it is safe to do so, supervise the evacuation of all attendees, including those requiring assistance;
 - iii) upon arrival of fire services inform the officer-in-charge of the conditions and the status of the evacuation;
- (h) acknowledge that the issuing of a **permit** does not give priority booking status for any future parks and facility use request;
- (i) not permit gaming without a lottery licence;
- (j) not excavate, dig or insert an object or structure including a tent in a **park** without first obtaining applicable locates;
- (k) contact the **Town** in the case of inclement weather to determine if the **park** has been closed;
- (l) not use or permit the use of a **park** when it is closed;

- (m) conduct prior to the use of a **park** an inspection of the **park** and the surrounding area to ensure it is safe for use. To refrain or discontinue the use of **Town lands** should it be unsafe and immediately report the unsafe condition to on-site **Town** staff or by calling the number provided by the **Town**;
- (n) where the **Town** provides a referral on where a **permit holder** may obtain insurance it in no way limits the obligations on a **permit holder** or implies any additional duties or obligations on the **Town**;
- (o) advise the **Town** if it is anticipated news media will be in attendance at any time during the **permit holder's** use of the **park**;
- (p) not charge an admission fee without approval from the **Town**;
- (q) not park or permit parking other than in a designated parking area. A request for alternative parking arrangements is subject to approval by the **General Manager**;
- (r) have paid duty police or security guards in attendance for the duration of the **permit** or as otherwise approved by the **General Manager**;
- (s) properly dispose of and immediately remove all **refuse** prior to the expiry of a **permit**;
- (t) maintain a clean and safe environment;
- (u) remove all personal property and items, and to vacate the **park** immediately upon the expiry of the **permit** in a safe and respectful manner. To pay any additional costs imposed by the **Town** where a **permit holder** or its attendees fail to vacate the **park** by the required time.

SCHEDULE 'G' to BY-LAW 2023-XX

1. CLASSICATION OF AUTHORIZED EXPLOSIVES

- 1.1 The Chief Inspector of Explosives must classify each authorized explosive by type, hazard category and UN number in accordance with this section.

2. TYPE

- 2.1 Each authorized explosive is classified according to its intended use as one of the following types:

- (a) E — high explosives:
 - i) E.1 — blasting explosives,
 - ii) E.2 — perforating explosives,
 - iii) E.3 — special-application explosives;
- (b) I — initiation systems;
- (c) P — propellant powder:
 - i) P.1 — black powder and hazard category PE 1 black powder substitutes,
 - ii) P.2 — smokeless powder and hazard category PE 3 black powder substitutes;
- (d) C — cartridges:
 - i) C.1 — small arms cartridges,
 - ii) C.2 — blank cartridges for tools,
 - iii) C.3 — percussion caps;
- (e) D — military explosives and law enforcement explosives;
- (f) F — fireworks:
 - i) F.1 — consumer fireworks,
 - ii) F.2 — display fireworks,

- iii) F.3 — special effect pyrotechnics,
 - iv) F.4 — fireworks accessories;
- (g) R — rocket motors:
 - i) R.1 — model rocket motors,
 - ii) R.2 — high-power rocket motors,
 - iii) R.3 — rocket motor accessories; or
- (h) S — special purpose explosives:
 - i) S.1 — low-hazard special purpose explosives,
 - ii) S.2 — high-hazard special purpose explosives.

3. HAZARD CATEGORY

- 3.1 Each authorized explosive is also classified for the purposes of *manufacturing and storage into one or more of the following potential effects (PE) categories, if applicable. The classification is made according to hazard, determined on the basis of manufacturing operations, the quantity of explosive and how the explosive will be packaged:
- (a) PE 1 — mass explosion hazard;
 - (b) PE 2 — serious projection hazard but not a mass explosion hazard;
 - (c) PE 3 — fire hazard and either a minor blast or minor projection hazard, or both, but not a mass explosion hazard; or
 - (d) PE 4 — fire hazard or slight explosion hazard, or both, with only local effect.